

Addendum to DBS Authorization Center Agreement for Programmer and for Program Distributor

This Addendum clarifies the following provisions:

1. Subscriber data

- a. Each Programmer shall be entitled to the unit address number, service authorization and zip code ("Subscriber Data") of the subscribers of any of the services of such Programmer which a Program Distributor has authorized. Centercorp shall provide the above Data to (i) any Programmer who terminates or does not renew its Programmer Agreement with Centercorp; (ii) in the event of termination of the Center; or (iii) in the event of termination of a Program Distributor Agreement. The data shall be current as of the effective termination date, and shall be a permitted disclosure under the security and confidentiality provisions of the Agreement.
- b. The obligations of the parties under the security and confidentiality provisions of the Agreement shall survive any termination or non-renewal of the Agreement.
- c. The provision of the Subscriber Data as described in 1(a) above is included in the provision of services and data contemplated by the Agreement.

2. Maximum Number of Ports

There is no maximum number of Ports assignable to a Program Distributor. Expansion lead times for Ports should not exceed 90-120 days.

3. Charges for Basic Services

- a. The amortization method referred to in Section 4 is the straight-line method.
- b. The acquisitions referred to in Section 4, Paragraph (d) shall be reasonable. Acquisition of equipment shall be restricted to support and be reasonable and necessary to meet all the specifications, including Exhibit A, in the Agreement.
- c. The subparagraphs included in Paragraph (f) of Section 4 [subparagraph (i), (ii), (iii)] shall also be applicable to Paragraph (e) of Section 4 to the extent that said funds are borrowed from Parent, Subsidiary or Affiliate companies of Centercorp after commencement of operations.
- d. The bonus pool as described in Section 4, Paragraph (g), shall be based upon the following criteria:
 - i. Fifty percent (50%) of the available bonus will be earned on a discretionary basis. Performance criteria which will be evaluated in determining the specific discretionary bonus amount shall be as follows:
 1. Timely reporting to Users.
 2. Appropriate management of staff.

3. Adherence to operating procedures.
 4. Documentation of Center operating performance.
 5. Planning of future capital requirements and acquisition of capital to support the Basic Service and expansion requirements.
 6. Management of vendors.
 7. Other criteria deemed pertinent by Centercorp management.
- ii. Fifty percent (50%) shall be attributable to the reduction of scheduled Outages. There shall be no bonus penalty for the first sixty (60) hours of unscheduled Outages. Beginning with Outage hour sixty-one (61) through Outage hour one hundred and thirty (130), there will be a direct pro-rata reduction for each subsequent Outage hour to be applied to the available bonus of fifty percent (50%) as described herein.
- e. Costs incurred by Centercorp for the expansion of the number of Ports needed for Program Distributors who are or become Users of the Center shall be part of Eligible Costs as set forth in Paragraph 4 (d) of the Agreement.
 - f. An Eligible Cost is the definition of Costs which are reimbursed by the Users of the DBS Center. Eligible Costs are all ordinary, necessary, reasonable expenditures required to meet Basic Service requirements, reliability, and specifications as described in the Agreement, including, but not limited to, Section 10(a) and Exhibit A. The intent of Section 4 of the Agreement is to specifically identify certain Eligible Costs which are ordinary.
 - g. All Users will be provided the same terms, conditions and prices for the use of the Basic Service as defined in the Agreement.
4. **Other Activities of Centercorp**
Expenditures as used in Article 9 include non-recurring expenses and costs and, accordingly, would not be included as Eligible Costs.
 5. **Assignment by Customer**
Centercorp's consent to an assignment by Customer under Article 13 of the Agreement is subject to the implied covenant of good faith, and will not be unreasonably withheld.
 6. a. i. **Reimbursement for Cost Incurred for New Customers**
Centercorp's right to reimbursement under Paragraph 3 of Exhibit B, Section I, pertains to the costs and expenses incurred by Centercorp in order to enable Centercorp to provide the services contemplated by the Agreement with such Programmer.
 7. **Users Right to Review Eligible Costs**
 - a. Users right to review financial statements prepared by Centercorp under Article 7 of the Agreement includes all expenditures incurred by Centercorp pursuant to Article 7 - Charges for Basic Service, which Charges are included in Eligible Costs.

- b. Under the terms of Section 7(a), should Users retain certified public accountants to review Eligible Costs, said certified public accountants may review future forecasts of Eligible Costs for the immediate forthcoming year. The costs of retaining the certified public accountants to review such future forecasts shall be the sole responsibility of the Users.

8. Increases in Estimated Eligible Costs

- a. The estimated budget for Eligible Costs provided by Centercorp in September of each year for the following calendar year shall not be exceeded by more than ten percent (10%) during such subsequent year unless all Users agree to share the portion of Eligible Costs over and above the one hundred and ten percent (110%) of such estimated amount.
- b. The intent of Item 8(a) is such that should Centercorp exceed by more than ten percent (10%) the projected budget, such excess shall not be an Eligible Cost and, consequently, not subject to reimbursement by Users. However, Parent will not be required to absorb these costs as non-Eligible Costs should the Users all agree to share the portion of Eligible Costs over and above the one hundred and ten percent (110%) of said estimated amount.

9. Representations of Common Carrier Users Regarding Litigation Matters

The representations by a Common Carrier User do not include representations regarding the pending copyright issue with respect to consumer home TVRO programming service.

10. Indemnification by Users

The scope of indemnification of Centercorp by Users does not include indemnity for patent or copyright infringement by the VideoCipher Scrambling System technology which is proprietary to Centercorp or Parent.

11. Use of Tier-Bits and Ports by Centercorp or Parent

Use of Tier-Bits and Ports by Centercorp and/or Parent is subject to the same charges as any other User of the Center. It is the intent of the Agreement that should Centercorp and/or Parent exercise its rights to reserve and/or use Tier-Bits and/or Ports, they shall pay for the reservation and/or use of said Tier-Bits and Ports on the same basis, and shall be subject to the same financial responsibilities, as any other Programmer and Program Distributor.

12. Failure of Performance by Centercorp

Inward-bound data ("Data") is defined as that transaction and interface Data identified in the DBS Business System/DBS Control Center Interface Specifications. Should the Center not accept Data or not transmit the Data Channel to the outward-bound communications link, it is an Outage for purposes of Section 10 of the Agreement.

13. Force Majeure

As further clarification to the provisions of Article 16, in the event substantial performance by Centercorp is delayed by more than ninety (90) days by any event of Force Majeure, Users' obligations to pay Charges for Basic Service shall be suspended for a period of up to ninety (90) days thereafter or until substantial performance is restored, whichever shall occur first.

14. Exhibits

- a. The Agreement includes all Exhibits listed in the Table of Contents.
- b. The following three (3) clarifications are made to Exhibit D:
 - i. Long-term liabilities will be discounted back to present value at the Parent's cost of capital. Long-term liabilities will include inter-company debt.
 - ii. An independent appraisal will be made of tangible assets.
 - iii. To the extent that the Parent has enjoyed tax credits on the acquisition of equipment, they will be included in the liquidation value.

15. Payments

The minimum payment which Centercorp will accept from a User is for three (3) months (one quarter) of applicable Charges payable in advance, provided that such User's account is current. Centercorp reserves the right to impose interest charges on the remaining portion of the annual amount of Eligible Cost which is unpaid. The interest charges shall be at a rate equal to the Prime Rate plus three percent (3%).

ADDENDUM NUMBER 2 TO DBS AUTHORIZATION CENTER AGREEMENT FOR PROGRAMMER AND FOR PROGRAM DISTRIBUTOR

THIS ADDENDUM NUMBER 2 TO DBS AUTHORIZATION CENTER AGREEMENT FOR PROGRAMMER AND FOR PROGRAM DISTRIBUTOR ("Addendum No. 2") is entered into between DBS Authorization Center, Inc., a Delaware corporation ("Centercorp"), and _____, a _____ corporation ("Customer").

RECITALS:

- A. Customer and Centercorp previously entered into a DBS Authorization Center Agreement for Programmer or for Program Distributor (the "DBS Agreement") which agreement provided for the establishment of a computerized authorization center (the "Center").
- B. Customer and Centercorp agree that reporting certain information regarding authorization and deauthorization activity initiated by Customer to all customers of the Center would be beneficial to such customers. This additional information would relate to and be beneficial in measuring current market performance and building a strong legitimate home-dish market.
- C. This expanded information may come within the definition of Confidential Information as set forth in Section 8.2 of the DBS Agreement. Customer and Centercorp desire to provide for the disclosure of this information in compliance with the provisions of Section 8.2.
- D. Customer and Centercorp desire to amend the DBS Agreement upon the terms set forth below.

AGREEMENT:

Customer and Centercorp agree as follows:

- 16. The following shall be added to Section 8.2 of the DBS Agreement:
- 17. "Notwithstanding any other provision in Section 8.2 to the contrary, the Center will provide the following information on an as needed basis to all Center customers:
 - a. Descramblers authorized and/or deauthorized by calendar date and information relating to identifying the customer name and program service of the affected descramblers. The information provided by Centercorp shall be in the form attached hereto as Exhibit A to this Addendum No. 2.
- 18. **Indemnification.**

The indemnity provisions set forth in Section 12 of the DBS Agreement shall apply to any claims arising out of this Addendum No. 2 or the matters set forth herein. Without limiting the generality of the foregoing, Customer shall indemnify the Center, and hold it harmless from and against all loss, cost, damage and expense, including reasonable attorney's fees at any time incurred as a result of the violation of any

state or federal consumer credit legislation concerning the disclosure of information by the Center as set forth herein, including without limitation, the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and related regulations, the Fair Debt Collection Practices Act, and all applicable state laws and regulations.

19. **Waiver.**

Customer, for itself, its personal representatives, its assigns, its successors in interest, and any related entities, hereby releases, waives, discharges and covenants not to sue the Center, its officers and employees, its parent(s) and subsidiaries, its successors in interest or any related entities, for any loss or damage based on any claim or demands therefore, which Customer might suffer on account of any injury or act or occurrence related to the disclosure of information by the Center as provided in this Addendum No. 2, whether caused by the negligence (active or passive) of the Center or otherwise.

Customer is entering into this Addendum No. 2 to benefit itself and understands that this WAIVER and RELEASE will operate to prevent Customer from recovering any sums of money whatsoever from the Center related to any acts taken pursuant to this Addendum No. 2.

20. Except as specifically amended herein, the DBS Agreement remains in full force and effect.

IN WITNESS WHEREOF, Customer and Centercorp have executed this Addendum No. 2 effective as of the _____ day of _____, 1992.

CUSTOMER:

By: _____
Name: _____
Its: _____

CENTERCORP:

DBS AUTHORIZATION CENTER, INC.
a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

UNIT # _ _ _ - _ _ _ - _ _ _

CONSUMER INFORMATION

Name: _____
Last First Middle

Address: _____

Home Phone: () _____ - _____

Work Phone: () _____ - _____

Service Purchased: _____

Action taken: ☐ Pay commercial rates ☐ Turned off

Comments: _____

COMMERCIAL ESTABLISHMENT INFORMATION

Type of establishment: ☐ SMATV ☐ Other

☐ Bar/Club Explain: _____

☐ Hotel/Motel _____

Name of Company: _____

Location or Address: _____

City, State, Zip: _____

Estimated number of subscribers/units/seating capacity: _____

Comments: _____

Reported by; Co. _____ Name: _____

ADDENDUM
TO DBS AUTHORIZATION CENTER AGREEMENT
FOR PROGRAMMER AND FOR PROGRAM DISTRIBUTOR

THIS ADDENDUM TO DBS AUTHORIZATION CENTER AGREEMENT FOR PROGRAMMER AND FOR PROGRAM DISTRIBUTOR ("Addendum") is entered into on _____, 1992, by and between DBS Authorization Center, Inc., a Delaware corporation ("Centercorp"), and _____, a _____ corporation ("Customer").

WHEREAS, Centercorp and Customer previously entered into a DBS Authorization Center Agreement for Programmer or for Program Distributor dated _____, as amended (hereinafter the "Basic Agreement"); and

WHEREAS, Centercorp and Customer desire to amend the Basic Agreement upon the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. This Addendum hereby amends and supersedes the Basic Agreement to the extent set forth herein. Unless otherwise stated in this Addendum, the terms and phrases defined in the Basic Agreement shall have the same meaning in this Addendum.
2. Provisions Pertaining to VCII Plus Tier Bits:
 - a. The definition of Tier Bit in the Basic Agreement is hereby amended to include the one through fifty-five (1-55) "VCII Plus Tier Bits" utilized by VideoCipher II Plus Scramblers. VCII Tier Bits shall mean those Tier Bits numbered 1 through 55 which are utilized by VideoCipher II Scramblers. The definition of Scrambler is hereby amended to include VideoCipher II Plus scrambled uplinks and the definition of Descrambler is hereby amended to include VideoCipher II Plus consumer descramblers. There are 255 separate VideoCipher II Plus Programmer identification codes available and 55 "VCII Plus Tier Bits".
 - b. The VCII Plus Tier Bits numbered 1 through 55 shall, upon effectiveness of this Addendum, be automatically assigned to Users to which the corresponding VCII Tier Bits numbered 1 through 55 were assigned under their Basic Agreements. There shall be no additional charge to Users for such assignment or use of the VCII Plus Tier Bits numbered 1 through 55 provided the respective Users continue to pay the charges for VCII Tier Bits at the prevailing rates provided for in the Basic Agreement.
 - c. Customer is hereby assigned the VCII Plus Tier Bits having the numbers corresponding to the VCII Tier Bits which are currently assigned to Customer under the Basic Agreement. Such VCII Plus Tier Bits assigned to Customer are set forth on Exhibit A attached hereto. Customer shall be entitled to all of the same rights and shall be subject to all of the same obligations with respect to

such VCII Plus Tier Bits as Customer is subject to with respect to the Tier Bits previously assigned to Customer, as set forth in the Basic Agreement. These rights with respect to such VCII Plus Tier Bits are conferred upon Customer as a result of expanding Centercorp's descrambler and subscriber capacity as set forth in the Basic Agreement. This assignment does not confer any rights upon Customer with respect to the balance of the VCII Plus Tier Bits.

3. Provisions Pertaining to Operating and Capital Budget:

- a. The Basic Agreement is hereby amended to provide that, notwithstanding anything in the Basic Agreement to the contrary, beginning with calendar year 1993, Centercorp shall furnish Customer with estimated budgets ("Full Service Budgets") for Eligible Costs in the form of separate capital and operating budgets (the "Full Service Capital Budget" and "Full Service Operating Budget") for each calendar year, by no later than September 1 of 1992 for calendar year 1993 and no later than September 1 of each year thereafter for each successive calendar year. If the Full Service Capital Budget proposed for the next calendar year exceeds Five Hundred Thousand Dollars (\$500,000), or the Full Service Operating Budget proposed for the next calendar year exceeds the prior calendar year's operating budget by more than twenty percent (20%), Centercorp shall also submit estimated budgets ("Limited Service Budgets") in the form of a capital budget and/or operating budget (the "Limited Service Capital Budget" and "Limited Service Operating Budget"), as applicable, which do not exceed such limits together with a statement of what services will be reduced or curtailed if such budgets are adopted. Centercorp shall use its reasonable efforts to propose reducing or curtailing those services which are the least essential, and shall not propose reducing or curtailing any services which are essential, to the purpose of the Basic Agreement. User shall advise Centercorp in writing no later than November 1 immediately preceding the commencement of each calendar year of User's approval or disapproval of the Full Service Capital Budget and Full Service Operating Budget which so exceed such limits. If Users which contributed in the aggregate more than fifty percent (50%) of the Eligible Costs in the prior calendar year and fifty percent (50%) of all Users obligated to pay for Eligible Costs disapprove either budget then the corresponding Limited Service Capital Budget and or Limited Service Operating Budget, as applicable, shall be automatically adopted as the budget for Eligible Costs for Centercorp. If a Limited Service Budget is adopted, Centercorp shall only be liable to provide services at the reduced level specified in its submission which accompanied such Limited Service Budget.

4. Customer acknowledges and agrees that this Addendum shall not become effective unless and until it has been accepted and executed by all Users of the DBS Authorization Center.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum to DBS Authorization Center Agreement for Programmer and/or Program Distributor on the day first written above.

DBS AUTHORIZATION CENTER, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
VCII PLUS TIER BIT 1-55 ASSIGNMENT FORM

PROGRAMMER NAME: _____

PROGRAMMER ADDRESS: _____

PROGRAM SERVICE NAME: _____

UPLINK ADDRESS: _____

UPLINK TELEPHONE: _____

NUMBER OF SCRAMBLERS: _____

TIER BIT REQUESTED: _____

ACTIVE: _____

OPTIONAL: _____

VIDEO PROVIDER ID: _____

SERVICES START DATE: _____

SATELLITE TRANSPONDER: _____

PROGRAMMER (CUSTOMER): _____

BY: _____

DBS AUTHORIZATION CENTER, INC.

BY: _____

DATE TIER BIT ASSIGNED: _____

TIER BIT NUMBER: _____